

# NOMADIC ROUTES INC.

## WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT PLEASE READ CAREFULLY!

**WARNING: BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGE HOWSOEVER CAUSED**

NAME OF PARTICIPANT: \_\_\_\_\_

ADDRESS OF PARTICIPANT: \_\_\_\_\_

TRIP TITLE: \_\_\_\_\_

TO: **NOMADIC ROUTES INC.**, (hereinafter referred to collectively as "The Company") and employees, representatives, officers and agents (hereinafter referred to collectively as "The Company Employees").  
I hereby sign this agreement on behalf on myself, my personal representatives, my heirs and assigns.

1. I agree as a precondition to my participation in hiking, trekking, backpacking, snowshoeing, cross country skiing, cycling, sea kayaking, fishing, travelling and all related activities organized by "The Company" and conducted by "The Company" and/or "The Company Employees" and in further consideration of "The Company" allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement (hereinafter referred to as "This Agreement").
2. I acknowledge that hiking, trekking, backpacking, snowshoeing, cross country skiing, cycling, sea kayaking, fishing, travelling and all related activities involve **INHERENT RISKS** that may cause serious injury and possibly death to participants. I further recognize that backcountry trails, oceans, rivers, mountains, bicycles, fishing, winter and all related activities involve **ADDITIONAL RISKS AND DANGERS**.
3. I fully understand the risks and dangers associated with my participation in this hiking, trekking, backpacking, snowshoeing, cross country skiing, cycling, sea kayaking, fishing, travelling and all related activities and **ACCEPT SAME ENTIRELY AT MY OWN RISK**.
4. I hereby **WAIVE ANY AND ALL CLAIMS** which I may have against "The Company" and "The Company Employees" and release "The Company" **AND EMPLOYEES** from **ALL LIABILITY** for injury, death, property damage or any other loss sustained by me as a result of my participation in this hiking, trekking, backpacking, snowshoeing, cross country skiing, cycling, sea kayaking, fishing, travelling and all related activities, **DUE TO ANY CAUSE WHATSOEVER** including, without limitation, negligence on the part of "The Company" or "The Company" Employees. I further **AGREE TO INDEMNIFY** "The Company" and "The Company Employees" for any and all legal fees (on a solicitor and his/her own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.
5. I appreciate that "This Agreement" applies whether "The Company" is at fault or not and it limits the Liability of "The Company Employees" to the same extent as it limits the liability of "The Company" even though "The Company Employees" are not formal parties to "This Agreement". I understand that "The Company", in securing execution of "This Agreement" by myself, is acting as agent or trustee on behalf of or for the benefit of "The Company Employees", who shall to this extent be or be deemed to be parties to "This Agreement".

**I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE COMPANY" OR "THE COMPANY EMPLOYEES" AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT